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K Great Brit. - George II

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25 Geo II - c. 22 -

An ACT to Extinguish the Right of the Lord of the Manor of Ombersley, in the County of Worcester, of Keeping a Warren for Coneys on Linall Common, the Birchen Valley, and the Lyth; and for securing to the said Lord the Rent now paid for the same; and for Annexing and Uniting the said Birchen Valley to several antient Copyholds, or Customary Tenements, within the said Manor.



Whereas the Right Honourable Samuel Lord Sandys, as Lord of the Manor of Ombersley, in the County of Worcester, is seised of an antient Coney-warren, situate, lying, and being, in and upon Linall Common, and the Lyth, within the said Manor; and which said Warren is now in the Possession or Occupation of Thomas Kid-

by virtue of, or under a Lease made and granted to him by the said Lord Sandys, for a Term of Twenty-five Years, commencing from Michaelmas One thousand Seven hundred and Thirty-one:

A

And

And whereas there is situate upon, or within the Bounds and Limits of the said Common, called *Linall Common*, a certain Tract or Parcel of Land and Ground, called, known, or distinguished, by the Name of the *Firchen Valley*, being Part of the said Warren, and which has been formerly inclosed, and held in Severalty by the said Lord *Sandys*, or his Tenants, and contains by Mensuration Sixty-eight Acres:

And whereas *William Winnall* is seised of, or intituled to One Mese or Mesuage, and One Yard-land, called *Winballs*, situate and being in the Tything of *Winnall*, which is held by him of the said Manor of *Ombersley*, by Copy of Court-roll, according to the Custom of the said Manor, under the yearly chief Rent of Nine Shillings and Six-pence Halfpeny; and is also seised of another Mese and One Yard-land, called *Winballs*, in the same Tything, held of the same Manor, as aforesaid, under the yearly chief Rent of Fifteen Shillings and One Penny Farthing; and is also seised of another Mese and One Yard-land, called *Winballs*, in the same Tything, held of the same Manor, as aforesaid, under the yearly chief Rent of Fifteen Shillings and a Farthing: And *Philip Randle* is also seised of, or intituled to, One Mese and an Half, called *Merrivales*, in the same Tything, held of the same Manor, as aforesaid, under the yearly chief Rent of Five Shillings and Five-pence Farthing:

And whereas *John Smith* is seised of, or intituled to One Mese and One Yard-land, called *Wynneyards*, in the same Tything, held of the same Manor as aforesaid, under the yearly chief Rent of One Pound Six Shillings and Eight-pence Farthing:

And whereas *Mary Lloyd*, Widow, as or in Right of her Free-bench, is seised of, or intituled to, One Mese and an Half, called *Tolleys*, in the Tything of *Brookhampton*, held of the same Manor, as aforesaid, under the yearly chief Rent of Eight Shillings and One Penny: And *William Randle* is also seised of, and intituled to, One Mese and an Half, called *Doddings*, in the Tything of *Combampton*, held of the same Manor as aforesaid, under the yearly chief Rent of Seven Shillings and Nine-pence Halfpeny:

And whereas *John Randle* is seised of, or intituled to, One Mese and an Half, called *Hennings*, in the Tything of *Sychampton*, and held of the same Manor, as aforesaid, under the yearly chief Rent of Eight Shillings and Ten-pence; and is also seised of One other Mese and an Half, called *Bishops*, in the said Tything of *Sychampton*, and held of the same Manor as aforesaid, under the yearly chief Rent of Eight Shillings and Seven-pence Halfpeny:

And whereas *John Jones* is seised of, or intituled to, One Mese and an Half, called *Jones*, situate and being in the Tything of *Borely*, held of the said Manor, as aforesaid, under the yearly chief Rent of Five Shillings and Eleven-pence Three Farthings:

And whereas *Benjamin Hay* is seised of, or intituled to, One Mese and Three Quarters, called *Fercocks*, lying in the Tything of *Northampton*, and held of the said Manor, as aforesaid, under the yearly chief Rent of Twelve Shillings:

And whereas the several Lands and Grounds of, and belonging to, the said Copyhold or Customary Meses and Tenements, do respectively adjoin, and are contiguous, to the said Warren, and are frequently spoiled and damaged by the Conceys

Coneys or Rabbits of the same Warren, to the great Prejudice and Loss of the said Copyhold or Customary Tenants respectively :

And whereas the said *Samuel Lord Sandys* hath consented and agreed with the said Copyhold Tenants, that the Coneys or Rabbits, burrowing or harbouring in the said Warren, shall, upon the Expiration, or other Determination, of the said Lease so made to the said *Thomas Kidson*, as aforesaid, be destroyed and extirpated, and the Right of Warren of Coneys of the Lord of the Manor of *Ombersley*, in and upon *Linall Common*, and the *Lyth*, determine and be extinguished; and also, that the said Tract or Parcel of Ground, called *The Birchen Valley*, and which is described, laid down, and delineated, in a Map drawn upon, and comprised in, a Schedule annexed or subjoined to this present Act, shall and may be inclosed and taken in and from the said Common, called *Linall Common*, and assigned and set out unto and for, and vested in the said Copyhold or Customary Tenants, and be held and enjoyed by them, as annexed to, and united with, the several antient Copyhold or Customary Meses or Tenements, whereof or whereto they are herein before-mentioned to be seised or intitled respectively, as aforesaid, under or subject to such Rents, Services, Terms, and Conditions, and in such Manner, as is herein after-mentioned, expressed, and provided :

But although the Execution of the said Agreement would tend greatly to the mutual Benefit and Advantage of the Lord of the said Manor of *Ombersley*, and the said Copyhold or Customary Tenants of the same Manor; Yet, as the same cannot be effected, to answer the Intention of the Parties, without the Aid and Authority of an Act of Parliament;

May it therefore please Your Most Excellent MAJESTY,

At the humble Petition and Request of the said *Samuel Lord Sandys*, and the aforesaid Copyhold or Customary Tenants of the said Manor, That it may be Enacted: And be it Enacted, by the KING's most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and immediately after the End, Expiration, or other sooner Determination, of the said Lease, so made and granted to the said *Thomas Kidson*, as aforesaid, the said Warren so in his Tenure or Occupation, and all the Coneys or Rabbits burrowing and harbouring therein, shall be dug up, abated, extirpated, and destroyed; and all the Right and Privilege of Warren of and belonging to the Lord of the Manor of *Ombersley* aforesaid, for the breeding, keeping, or harbouring of Coneys, in and upon *Linall Common*, and the *Lyth*, or any Part thereof respectively, shall cease, determine, and be extinguished.

And it is hereby further Enacted, That immediately after the End or Expiration, or other sooner Determination, of the aforesaid Lease, it shall and may be lawful to and for the said Copyhold or Customary Tenants herein before-named, at their own proper Costs and Charges, to take in and inclose the said Tract or Parcel of Ground, called *Birchen Valley*, and with Hedges, Ditches, Mounds, and Fences, to separate, fence, and divide the same from the rest of the said Common, called *Linall Common*; and also to subdivide the same into such several and distinct Plots, Parcels, Closes, or Inclosures, as the same are distinguished, and appear to be laid down, delineated, and described, in the said Map contained in the Schedule annexed or subjoined to this Act, by and with such Mounds and Fences, as by and between the said Copyhold Tenants shall, in that behalf, be settled, agreed upon, and provided.

And

And it is hereby further Enacted, That the said several Plots, Clofes, and Parcels of Land, so to be subdivided, separated, and distinguished, as aforesaid, shall be accordingly enjoyed by the said Copyhold or Customary Tenants respectively; and shall be annexed and united to, and held together with, their respective antient Copyhold or Customary Tenements in the Manor, and under the additional chief Rents herein after-mentioned, amounting together to Twenty Pounds *per Annum*; that is to say, The Plot marked (A) in the said annexed Plan, containing Seven Acres and Three Roods, being the most Northern Part of the said intended Inclosure, shall be united to the said antient Mese, and One Yard, called *Winballs*, which is held of the Lord of the said Manor, at the yearly Rent of Nine Shillings and Six-pence Halfpeny, and which said Mese shall then pay to the Lord of the Manor aforesaid an additional chief Rent of Two Pounds Seventeen Shillings and Ten-pence; the Plot marked (B) containing Seven Acres and Three Roods, lying on the South of the last-mentioned Plot, and on the Western Side of the said Inclosure, shall be united to the said antient Mese, and One Yard-land, called *Winballs*, held of the Lord of the said Manor, at the yearly Rent of Fifteen Shillings and One Penny Farthing, which said Messuage shall then pay to the Lord of the Manor aforesaid an additional chief Rent of Two Pounds Seventeen Ship lings and Ten-pence; the Plot marked (C) containing Six Acres, adjoining South on the first-mentioned Plot, and East on the last-mentioned Plot, shall be united to the said One Yard-land, called *Winballs*, held of the Lord of the said Manor, at the yearly Rent of Fifteen Shillings and One Farthing, which said Yard-land shall then pay yearly to the Lord of the said Manor an additional chief Rent of Two Pounds Three Shillings and Six-pence; the Plot marked (D) containing Three Acres and One Rood, lying on the South of the Plot marked (C), and on the East Side of the said Inclosure, shall be united to the said antient Mese and an Half, called *Merrivales*, held of the Lord of the said Manor, at the yearly Rent of Five Shillings and Five-pence Farthing, which said Mese and an Half shall then pay to the Lord of the said Manor an additional chief Rent of Sixteen Shillings and Ten-pence; the Plot marked (E) containing Nine Acres One Rood and Eight Perches, lying on the South of the Plot marked (B), and on the Western Side of the said Inclosure, shall be united to, and held with, the said antient Mese, and One Yard-land, called *Wynneyards*, held of the Lord of the said Manor, at the yearly Rent of One Pound Six Shillings and Eight-pence Farthings, which said Mese and One Yard-land shall then pay to the Lord of the said Manor an additional chief Rent of Two Pounds Eight Shillings and Two-pence; the Plot marked (F) containing Four Acres Two Roods and Twenty-seven Perches, lying on the South Side of the Plot marked (D), and on the South-east Side of the said Inclosure, shall be united to, and held with, the said antient Mese and Half, called *Tolleys*, held of the Lord of the said Manor, at the yearly Rent of Eight Shillings and One Penny, which said Mese and Half shall then pay to the Lord of the said Manor an additional chief Rent of One Pound Four Shillings and Two-pence; the Plot marked (G) containing Four Acres Two Roods and Twenty-seven Perches, having the Plot marked (E) on the North, the Plot marked (F) on the East, and the old Hedge of the said Inclosures South, shall be united and held with the said antient Mese and an Half, called *Doddings*, held of the Lord of the said Manor, at the yearly Rent of Seven Shillings and Nine-pence Halfpeny, which said Mese and an Half shall then pay to the Lord of the said Manor an additional chief Rent of One Pound Four Shillings and Two-pence; the Plot marked (H) containing Five Acres Two Roods and Nine Perches, having the Plot (E) on the North, the Plot marked (G) on the East, and the old Hedge of the said Inclosure on the South, shall be united to, and held with, the said Mese and an Half, called *Hennings*, held of the Lord of the said Manor, at the yearly Rent of Eight Shillings and Ten-

pence,

pence, which said Mese and an Half shall then pay to the Lord of the said Manor an additional chief Rent of One Pound Eight Shillings and Ten-pence; the Plot marked (I) containing Five Acres Two Roods and Nine Perches, having the Plot marked (E) on the North, the Plot marked (H) on the East, and the Hedge of the said Inclosure South, shall be united to, and held with, the said antient Mese and an Half, called *Bishops*, held of the Lord of the said Manor, at the yearly Rent of Eight Shillings and Seven-pence Halfpeny, which said Mese and an Half shall then pay to the Lord of the said Manor an additional chief Rent of One Pound Eight Shillings and Ten-pence; the Plot marked (K) containing Four Acres and Thirty-two Perches, having the Plot marked (E) on the North, the Plot marked (I) on the East, and the old Hedge of the said Inclosure on the South, shall be united to, and held with, the said antient Mese and an Half, called *Jones's*, held of the Lord of the said Manor, at the yearly Rent of Five Shillings and Eleven-pence Three Farthings, which said Mese and an Half shall then pay to the Lord of the said Manor an additional chief Rent of One Pound One Shilling and Eight-pence; the Plot marked (L) containing Nine Acres One Rood and Eight Perches, having the Plot marked (E) on the North, the Plot marked (K) on the East, and the old Hedge of the said Inclosure on the South and West, shall be united to, and held with, the said antient Mese and Three Quarters, called *Fercocks*, held of the Lord of the said Manor, at the yearly Rent of Twelve Shillings, which said Mese and Three Quarters shall then pay to the Lord of the said Manor an additional chief Rent of Two Pounds Eight Shillings and Two-pence.

And it is hereby further Enacted and Declared, That the said Plots, Closes, and Parcels of Land, so to be taken in and inclosed as aforesaid, shall, immediately after the Expiration or Determination of the said Lease, so made to the said *Thomas Kidson*, as aforesaid, be deemed, reputed, and taken, to be Copyhold or Customary Lands; and, as Part and Parcel of the said antient Copyhold or Customary Meses and Tenements, to which the same are hereby Enacted and Declared to be united and annexed, shall be subject to such Suit of Court, Duties and Services, and in such manner, as the same antient Copyhold or Customary Meses, Lands, and Tenements, are now held and enjoyed respectively; and shall and may be granted, demised, and demiseable, by Copy of Court-roll and Admittance had and taken thereof, upon or in pursuance of any Grant, Demise, or Surrender, to be made of the same respectively, in such and the same Manner and Form as is now used and practised for or concerning the said antient Copyhold or Customary Meses, Lands, and Tenements, herein before-mentioned and described.

And it is hereby further Enacted, That the said additional chief Rents hereby directed and appointed to be paid, as aforesaid, shall be payable and paid to the Lord of the Manor of *Ombersley* for the Time being, free from all Deductions for Taxes, or other Matter, or Cause, or Thing whatsoever, by equal half-yearly Payments, at the several Feasts or Days whereon the said antient chief Rents are payable respectively, by the Custom of the said Manor, the First Payment of the said additional chief Rents respectively to begin and be made at or on such of the said Feasts or Days, as shall first happen after the Expiration, or other Determination, of the said Lease so made to the said *Thomas Kidson*: And that the Lord of the Manor of *Ombersley*, for the Time being, shall have such and the like Remedies, for recovering and enforcing the Payment of the said several additional chief Rents, and all Arrears thereof respectively, as the said *Samuel Lord Sandys* now hath, or that are now vested in him, for or in respect of, or with regard to, the antient yearly chief Rents herein before-mentioned.

And it is hereby further Enacted and Declared, That in any Estimate or Valuation, hereafter to be made, of any of the said Copyhold or Customary Meses or Tenements, so to be united as aforesaid, in order to settle or ascertain any Fine to be paid to the Lord of the said Manor of *Omberley*, for Admittance to any of the said Copyhold or Customary Tenements respectively, upon any Descent, Alienation, or otherwise, no Deduction or Defalcation shall be made or allowed for or in respect, or on account of, the said additional yearly chief Rents, charged, or directed, or appointed, to be paid by this Act, or any Part thereof respectively; any Law, Custom, or Usage, to the contrary, notwithstanding.

Provided always, That nothing in this Act contained shall lessen, defeat, or prejudice, the Right, Title, or Interest, of the Lord of the said Manor of *Omberley*, of, in, and to, the Seignory and Royalties, incident and belonging to the said Manor, over the said *Birchen Valley*, *Linall Common*, or the *Lytb*, or over any of the antient Copyhold or Customary Tenements herein before-mentioned; but that the Lord of the said Manor, for the Time being, shall and may, from time to time, and at all times hereafter, hold and enjoy all Rents, Services, Courts, Perquisites and Profits of Courts, Mines, Quarries, Goods and Chattels of Felons and Fugitives, Felons of themselves, and put in Exigent, Deodands, Waifs, Estrays, Forfeitures, and all other Royalties, Privileges, Franchises, and Appurtenances, to the said Manor, or to the Lord thereof, for the Time being, incident, appendant, belonging, or appertaining (other than and except the Right and Privilege of Warren, for the breeding, keeping, or harbouring of Coneys in and upon *Linall Common*, and the *Lytb* aforesaid, or any Part thereof), in as full, ample, and beneficial Manner, to all Intents and Purposes, as they, or any of them, could or might have held and enjoyed the same, in case this Act had not been made.

Saving always to the King's most Excellent Majesty, his Heirs and Successors, and to all and every Person and Persons, Bodies Politick and Corporate, his, her, and their Successors, Executors, and Administrators (Other than the Lord of the Manor of *Omberley*, and the Owners, Tenants, and Occupiers, of the said antient Copyhold Meses, Lands, and Tenements, herein before-mentioned and described), All such Estate, Right, Title, and Interest, as they, every or any of them, respectively had and enjoyed, of, in, to, or out of, the said Tract or Parcel of Land, called the *Birchen Valley*, before the passing this Act, or might or could have had and enjoyed, in case this Act had not been made.

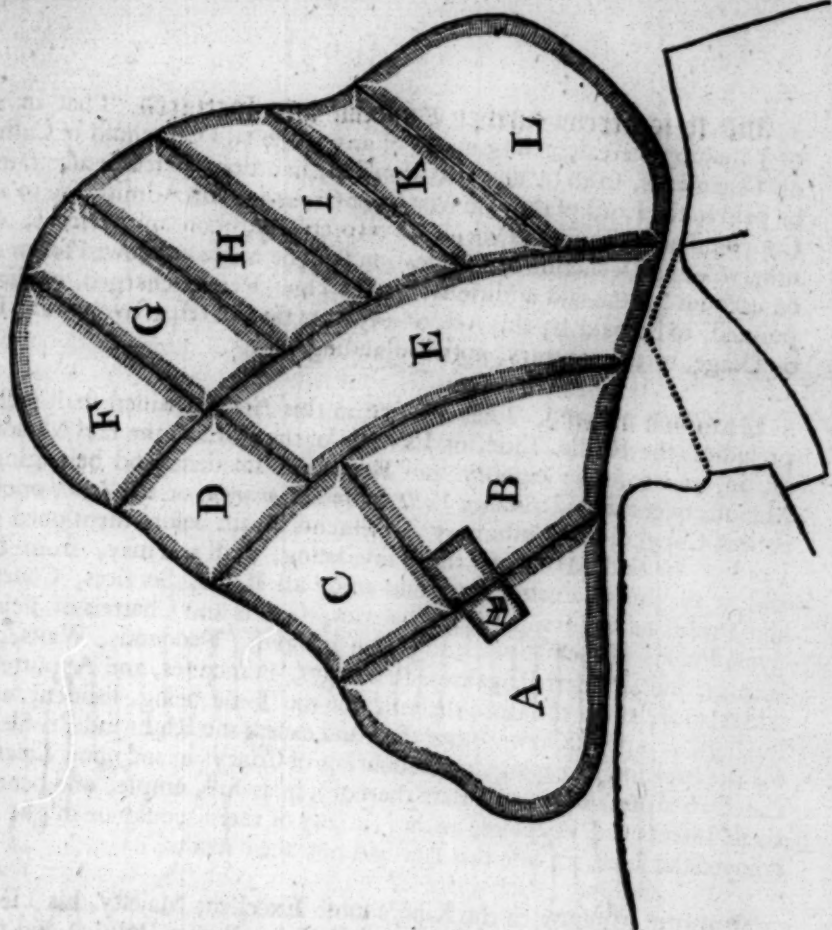
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SOUTH.

A MAP of the Birchin Valley, in the Manor of Omberley, the Property of Lord Sandys.



E. A. S. T.

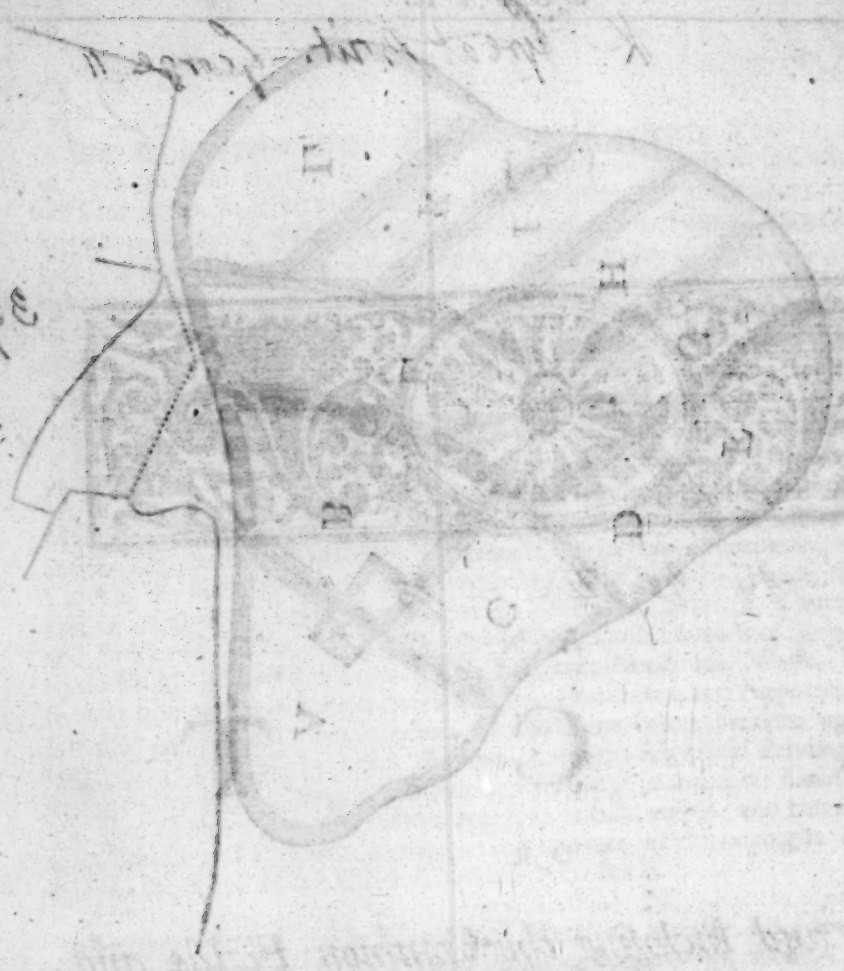
A TERRIER to this Map, in which the Inclosure, and Quantity of Land allotted to each Copyhold, is described.

Letter in Map	Copyholders Namet.	Copyhold.	Old Chief Rent.	Additional Chief Rent.	Total of the Chief Rent.	Quantity of Land allotted to each Copyhold.	A. R. P.
A	William Wynal	Winhalls	0 9	2 17 10	3 7	4 1/2	7 3 0
B	Ditto	Winhalls	0 15	2 17 10	3 12	11 1/2	7 3 0
C	Ditto	Winhalls	0 15	2 3 6	2 18	6 1/2	6 0 0
D	Philip Randle	Merryvales	0 5	0 16 10	1 2	3 3/4	3 1 0
E	John Smith	Wyneards	1 6	2 8 2	3 14	10 1/2	9 1 8
F	Mary Lloyd	Tolleys	0 8	1 4 2	1 12	3	4 2 27
G	William Randle	Doddings	0 7	1 4 2	1 11	11 1/2	4 2 27
H	John Randle	Hennings	0 8	1 8 10	1 17	8	5 2 9
I	Ditto	Bishops	0 8	1 8 10	1 17	5 1/2	5 2 9
K	John Jones	Jones	0 5	1 1 8	1 7	7 1/2	4 0 32
L	Benjamin Hay	Ferecocks	0 12	2 8 2	3 0	2	9 1 8
Totals	- - -	- - -	6 3 1 1/2	20 0 0	26 3 1 1/2	68	0 0

NORTH.

WEST.

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37/53
9/1

TOTAL

An ACT to Extinguish the Right of the Lord of the Manor of Amberley, in the County of Worcester, of Keeping a Warren for Conys on Linall Common, the Birchen Valley, and the Lyth; and for securing to the said Lord the Rent now paid for the same; and for Annexing and Uniting the said Birchen Valley to several ancient Copyholds, or Customary Tenements, within the said Manor.

Field	Acres	Roods	Poles	Perches	Other
Field 1	1	2	3	4	5
Field 2	6	7	8	9	10
Field 3	11	12	13	14	15
Field 4	16	17	18	19	20
Field 5	21	22	23	24	25
Field 6	26	27	28	29	30
Field 7	31	32	33	34	35
Field 8	36	37	38	39	40
Field 9	41	42	43	44	45
Field 10	46	47	48	49	50
Field 11	51	52	53	54	55
Field 12	56	57	58	59	60
Field 13	61	62	63	64	65
Field 14	66	67	68	69	70
Field 15	71	72	73	74	75
Field 16	76	77	78	79	80
Field 17	81	82	83	84	85
Field 18	86	87	88	89	90
Field 19	91	92	93	94	95
Field 20	96	97	98	99	100
Field 21	101	102	103	104	105
Field 22	106	107	108	109	110
Field 23	111	112	113	114	115
Field 24	116	117	118	119	120
Field 25	121	122	123	124	125
Field 26	126	127	128	129	130
Field 27	131	132	133	134	135
Field 28	136	137	138	139	140
Field 29	141	142	143	144	145
Field 30	146	147	148	149	150
Field 31	151	152	153	154	155
Field 32	156	157	158	159	160
Field 33	161	162	163	164	165
Field 34	166	167	168	169	170
Field 35	171	172	173	174	175
Field 36	176	177	178	179	180
Field 37	181	182	183	184	185
Field 38	186	187	188	189	190
Field 39	191	192	193	194	195
Field 40	196	197	198	199	200
Field 41	201	202	203	204	205
Field 42	206	207	208	209	210
Field 43	211	212	213	214	215
Field 44	216	217	218	219	220
Field 45	221	222	223	224	225
Field 46	226	227	228	229	230
Field 47	231	232	233	234	235
Field 48	236	237	238	239	240
Field 49	241	242	243	244	245
Field 50	246	247	248	249	250
Field 51	251	252	253	254	255
Field 52	256	257	258	259	260
Field 53	261	262	263	264	265
Field 54	266	267	268	269	270
Field 55	271	272	273	274	275
Field 56	276	277	278	279	280
Field 57	281	282	283	284	285
Field 58	286	287	288	289	290
Field 59	291	292	293	294	295
Field 60	296	297	298	299	300
Field 61	301	302	303	304	305
Field 62	306	307	308	309	310
Field 63	311	312	313	314	315
Field 64	316	317	318	319	320
Field 65	321	322	323	324	325
Field 66	326	327	328	329	330
Field 67	331	332	333	334	335
Field 68	336	337	338	339	340
Field 69	341	342	343	344	345
Field 70	346	347	348	349	350
Field 71	351	352	353	354	355
Field 72	356	357	358	359	360
Field 73	361	362	363	364	365
Field 74	366	367	368	369	370
Field 75	371	372	373	374	375
Field 76	376	377	378	379	380
Field 77	381	382	383	384	385
Field 78	386	387	388	389	390
Field 79	391	392	393	394	395
Field 80	396	397	398	399	400
Field 81	401	402	403	404	405
Field 82	406	407	408	409	410
Field 83	411	412	413	414	415
Field 84	416	417	418	419	420
Field 85	421	422	423	424	425
Field 86	426	427	428	429	430
Field 87	431	432	433	434	435
Field 88	436	437	438	439	440
Field 89	441	442	443	444	445
Field 90	446	447	448	449	450
Field 91	451	452	453	454	455
Field 92	456	457	458	459	460
Field 93	461	462	463	464	465
Field 94	466	467	468	469	470
Field 95	471	472	473	474	475
Field 96	476	477	478	479	480
Field 97	481	482	483	484	485
Field 98	486	487	488	489	490
Field 99	491	492	493	494	495
Field 100	496	497	498	499	500

MOVEN